

# REQUEST FOR QUALIFICATIONS

**FOR DESIGN, BID, AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES  
FOR THE SOUTH POINTE PIER PARK PROJECT  
RFQ #04-10/11**

**RFQ Due Date: December 13, 2010 at 3:00 p.m.**

*Theo Carrasco, Ph.D., Procurement Coordinator*  
PROCUREMENT DIVISION  
1700 Convention Center Drive, Miami Beach, FL 33139  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)



MIAMIBEACH



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

PUBLIC NOTICE

## **REQUEST FOR QUALIFICATIONS (RFQ) NO. 04-10/11 FOR DESIGN, BID, AWARD, AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE SOUTH POINTE PIER PARK PROJECT**

Sealed bids will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, **until 3:00 p.m. on the 13<sup>th</sup> day of December 2010**, for Request for Qualifications No. 04-10/11.

On July 27, 2005, the Mayor and City Commission approved the Basis of Design Report for the South Pointe Park Project, pursuant to Resolution No. 2005-25978 (see Exhibit A), of which the South Pointe Park Pier was a component.

On October 25, 2007, a discussion on the Pier Project was held at the Finance and Citywide Projects Committee (Committee) meeting. At that meeting, several cost options were provided by the Consultant, along with five (5) conceptual design options. The Committee's preferred option was Alternate Two: rebuild the pier within the existing footprint. After further refinement, the Consultant developed and presented further conceptual design options to the Committee on May 29, 2008, and July 10, 2008. As directed by the Committee at the July 10, 2008, meeting, the design required modification in order to maintain its construction cost within \$4 million.

On May 5, 2009, the City's Finance and Citywide Projects Committee approved the conceptual design for the South Pointe Park Pier (see Exhibit B) and subsequently on July 15, 2009, the City Commission approved and officially adopted the design concept for the South Pointe Park Pier (see Exhibit C). Exhibits A, B, and C may be downloaded at the following site: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=61724>.

The project has several unique characteristics beyond its condition as a simple waterborne structure. The project sits within a highly visible, narrow navigation channel used for international shipping lines and cruise ships. All coastal maritime and navigation requirements will need to be satisfied before and during construction activities. The physical location also requires consideration as to how to properly engineer the project as to anticipate limited, water-based construction access.

The project site has multi-layered jurisdictional land and water rights between the City, State and Federal government. All land and water rights will require updates and shall be secured prior to construction. The project is further affected by sensitive environmental conditions, including threatened species protection. All required permits shall be secured and the conditions monitored to complete the project with minimal environmental impact.

### **SCOPE OF SERVICES**

On May 5, 2009, the City's Finance and Citywide Projects Committee (FCWPC) approved the conceptual design for the South Pointe Park Pier and subsequently on July 15, 2009, the City Commission approved and officially adopted the design concept for the South Pointe Park Pier.

The approved conceptual design will be used as the basis for the development of the design and construction documents. The pier's superstructure shall be replaced within the similar footprint while also improving the aesthetic appearance and user experience in a manner that is complementary to that found in South Pointe Park.

The existing pier is in poor structural condition and is currently closed to the public. The proposed improvements will be based on the approved Conceptual Plan and include at a minimum the following amenities:

- Demolition of existing structure
- Construction of a new structure
- Connection to South Pointe Park
- Railings
- Benches
- Fishing amenities
- Shade shelters (as allowable by the regulatory agencies)
- Lighting (as allowable by the regulatory agencies)

The Consultant shall provide Architectural, Structural Engineering, MEP Engineering, Civil Engineering, FDEP Coastal Permitting Consultant, Landscape Architecture, Construction Cost Estimating, Surveying and Geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawing(s), surveying, geotechnical, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

The professional services required will include scope of work involving coastal engineering and marine type construction in a heavy marine environment. As a point of reference with respect to the Pier project's complexities, the following represents some, but not all of the regulatory agencies and/or ordinances that will have significant review jurisdiction:

- US Army Corps of Engineers
- US Coast Guard
- Florida Department of Environmental Protection (FDEP)
- Marine Turtle Lighting Ordinance
- Coastal Construction Control Line Program
- Florida Fish and Wildlife Conservation Commission (FFWCC)
- South Florida Water Management District (SFWMD)
- Miami-Dade County Department of Environmental Resources Management (DERM)
- Miami-Dade County Shoreline Review Board
- City of Miami Beach

The Plans submitted for permitting by the Consultant shall include the following:

- Provisions to implement a Stormwater Pollution Prevention Plan
- Compliance with National Pollutant Discharge Elimination System
- Identify temporary staging
- Identify Dewatering Plan and Dewatering areas
- Plans shall identify provision for contractor to assume any and all responsibilities for any water control violations resulting from failure to eliminate and or control turbid runoff from

leaving the site as issued by any agency having jurisdiction.

- Conduct pre and post dredge hydrographic surveys as required for permitting agencies.
- Plans shall provide for dredge operations plan.
- Plans shall illustrate a project implementation plan and schedule that maps the delivery of the project in phases to meet established criteria related to local, state and federal marine construction
- Plans shall include all necessary drawings and technical specifications needed to construct the improvements and shall be defining documentation of what is authorized and approved.
- Documents may be developed in multiple packages based on project phasing schedule.
- Prepare utility coordination, permits and advise of all fees associated with all site, utility etc. work.
- Prepare presentation materials to illustrate the final design and participate in public outreach and regulatory agency review meetings.
- Obtain all required building permits as well as any other permits necessary for the construction of the pier and attend public meetings as required by the City.

The City is interested in moving this project forward quickly. To that end, this RFQ contemplates the preparation and issuance of a **minimum** of two (2) bid packages to allow demolition activities to occur concurrently while contract documents are being prepared and permitted. The Consultant shall be required to provide design and construction documents for a **minimum** of two phases;

Phase One (1): Pier Demolition Phase

Phase Two (2): New Pier Design / Construction Documents Phase

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

#### **Task One (1)-Conceptual Design:**

The purpose of this Task is to develop and formalize the approved conceptual design dated May 5, 2009 by seeking the approval of the City's Design Review Board (DRB) as well as meet with the required City staff to validate these documents, and make necessary adjustments to meet the City's functional requirements, incorporate community input, and provide preliminary cost estimate to comply with the project budget of \$4,000,000 and develop a project schedule and implementation plan that complies with Florida Inland Navigational Grant as well as takes into account all the required inspections by all Authorities Having Jurisdiction (AHJ).

The Conceptual Design Phase will include the following major tasks: (1) Project Kick-Off Meeting; (2) Project Site Reconnaissance Visit; (3) Review of Conceptual Plan with City Departments; (3) Meetings with all Agencies Having Jurisdiction with the Project to confirm that the conceptual design is in compliance with all State, Federal, and Local authorities; (4) Preparation and presentation of a final Conceptual Plan to the City's Design Review Board for approval (5): Provide Surveying (including topographical) and Geotechnical evaluations as required for implementation of design phase.

## **Task Two (2)-Design Services:**

The purpose of this task is to establish requirements for the preparation of contract documents for the Project. The project will be phased accordingly:

**Phase One (1):** Demolition of Existing Pier includes demolition permit documents, bid / award and construction administration for the demolition of the pier.

The Consultant will be required to prepare construction and permit documents for the demolition of the existing pier. The City anticipates that demolition plans can be prepared and permitted concurrently with the design and construction documents of the new pier. It is anticipated that the demolition plans will be approved and permitted in advance of the new pier design in order to expedite the construction of this project.

**Phase Two (2):** New Pier Design includes the design, permitting, bid and award and construction administration for the design and construction of the new pier.

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project.

- The selected firm shall be required to perform a variety of forensic tasks to verify existing conditions and the accuracy of any available as-built drawings, surveys and maps to be used for development of the contract drawings
- Requirements for the preparation of contract documents, inclusive of drawings, specifications and front-end documents
- Establishes requirements with regard to constructability and value engineering reviews.
- Establishes requirements for the preparation of Statements of Probable Construction Cost by the CONSULTANT as defined by the American Association of Cost Engineers
- Establishes requirements for the Community Design Review Meeting (CDRM)
- Discusses contract document revisions based upon the input received from the residents at the Community Design Review Meeting (CDRM)
- Specifies requirements for review of contract documents with jurisdictional permitting agencies prior to finalization

The CONSULTANT shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its contract documents. In addition, the selected firm shall follow City standards for the preparation of contract documents, inclusive of drawings, specifications, front-end documents and cost estimates. Presentation formats for review submittals shall be prepared for submittal to the City's Design Review Board during the Conceptual Phase, and at 50% (Design Development Phase), 90% (Construction Documents Phase) completion stages and a Risk Assessment Plan (RAP). Contract documents shall be subject to Constructability and Value Engineering reviews by City and/or others.

The selected firm will work with the City to revise/adjust project scope as may be deemed necessary to meet established budgets as design evolves through the design stages of completion.

In addition, the selected firm shall extend and participate in a community design review meeting and a pre-construction / kick off meeting with the residents to review the design. To facilitate

the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City.

The selected firm shall be responsible for securing all required regulatory approvals of its contract documents from all applicable jurisdictional agencies and boards prior to finalization, and will be responsible for initiating submittals and reviews in a timely manner.

The selected firm shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its Contract Documents.

**Task Three (3)-Bid and Award Services:** The selected firm shall assist the City in the bidding and award for Phase One and Phase Two portions of the project scope. Such assistance shall include attending pre-bid conferences, assisting with the preparation of necessary contract addendum, attending bid openings where applicable, and assisting with bid evaluations. The selected firm shall provide "As-Bid" documents for use during construction.

**Task Four (4)-Construction Administration Services:** The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conferences, attendance at weekly construction meetings, responding to contractor Requests for Information (RFI), clarification, responding to and evaluating contractor requests for change orders, contract amendments, review of shop drawings, review of record drawings, review and recommendation of contractor applications for payment, specialty site visits, project closeout reviews, including substantial completion, final punch list development and project certification of final completion and acceptance, and warranty administration.

**Task Five (5)-Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the work, they will be requested by the City and negotiated in accordance with the Contract requirements.

**Task Six (6)-Reimbursable Services:** The City may reimburse additional expenses, such as, but not limited to, reproduction costs, e-builder licenses, material testing / abatement as applicable.

### **Minimum Requirements**

For purposes of compliance with this minimum experience requirement, the term "Proposer" is hereby defined to mean the firm and/or business entity which is submitting a proposal pursuant to this RFQ. Accordingly, the firm and/or business entity must meet the minimum requirements listed below in order to be deemed responsive. Non-responsive bids will be disqualified from consideration.

All firms that submit a proposal for consideration must meet the minimum qualifications as provided below. If the minimum qualifications are not met, the consultant's submittal will be deemed non-responsive. Qualifications will be considered only from consultants that are regularly engaged in the business of providing the professional specialization services as described in this RFQ.

Interested Firms shall address the following items in the RFQ response:

**Item 1. Team Experience:**

- Indicate the team's number of years of experience in providing the requested services in particular describe the Team's experience in heavy civil construction in a marine environment.
- List all similar projects undertaken in marina and/or pier project designs similar in size and scope in the past ten (10) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.
- Acted as the Architect of Record and/or Engineer of Record on at least one completed recreational marina and/or pier project with a cost in excess of \$3 million within the last 10 years.
- Provided design or engineering services on at least one completed recreational marina and/or pier project of similar scope and complexity within the State of Florida within the last 10 years.
- The team must demonstrate through sample projects, firm philosophy, and design approach their commitment to Green Building and/or environmental quality and long-term operational efficiency of design products.
- Provide the name(s) of the person, or person within your organization who was most actively involved with managing each project.

**Item 2. Project Manager's Experience:**

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of eight (8) years experience in the planning, design, and construction administration of similar public or private projects and should have served as Project Manager on a minimum of three (3) previous projects having the same approximate value (i.e., construction budget of \$3 million or greater) and complexity of similar size and scope including experience with jurisdictional agencies permitting activities with US Army Corps of Engineers, US Coast Guard, Florida Department of Environmental Protection (DEP), Coastal Construction Control Line Program, Florida Fish and Wildlife Conservation Commission (FFWCC), Miami-Dade County Department of Environmental Resources Management (DERM), and Miami-Dade County Shoreline Review Board, as required by this Request for Qualifications.

**Item 3. Previous Similar Projects:**

Please provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services as required under this RFQ and in the scope of services for this project.

Please provide the following information for each sample project:

- Client name, address, phone number and e-mail address.
- Consultant (Architect or Engineer) name, address, phone number, fax and/or e-mail address.
- Description of the scope of the work.
- Month and year the project was started and completed.

- Total cost and/or fees paid to your firm.
- Total cost of the construction, estimated and actual.
- Role of the firm and the responsibilities.

**Item 4. Qualification of Project Team:**

Provide a list of the personnel/sub-consultants to be used on this project and their qualifications as it relates to their experience in pier and/or marine facilities design and construction. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subconsultants, to be assigned to this project.

**Item 5. Project Approach:**

- Organizational structure of project team.
- Project specific approach to this project and relationships to the existing South Pointe Park and Public Beaches.

Sealed qualifications will be received until **3:00 p.m. on December 13, 2010**, at the following address:

**City of Miami Beach  
Procurement Division - Third Floor  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Any response received after **3:00 p.m. on December 13, 2010**, will be returned to the consultant unopened. The responsibility for submitting qualifications before the stated time and date is solely the responsibility of the consultant. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**A pre-qualifications meeting is scheduled for November 16, 2010, at 10 a.m. at the following address:**

**City of Miami Beach  
Capital Improvements Project Office Large Conference Room  
1701 Meridian Avenue  
Miami Beach, FL 33139**

Attendance (in person or via telephone) to this Pre-Qualifications submission meeting is encouraged and recommended as a source of information but is not mandatory

Proposers who are interested in participating via telephone please send an e-mail to [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov) expressing your intent to participate via telephone at least one business day in advance of the meeting and must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-877-953-3061 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 8982915# (note that the number is followed by the pound (#) key).

The City of Miami Beach is using **BidSync**, a central bid notification system that provides bid



notification services to interested vendors. BidSync allows vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.bidsync.com](http://www.bidsync.com). If you do not have Internet access, please call the BidSync's vendor support group at 801-765-9245.

The City of Miami Beach provides bid information online at <http://web.miamibeachfl.gov/procurement>.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF MIAMI BEACH, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY OF MIAMI BEACH MAY ALSO REJECT ANY AND ALL PROPOSALS.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

- CONE OF SILENCE – ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS – RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS – ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES – ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS – ORDINANCE NO. 2003-3389.

Sincerely,



Gus Lopez, CPPO  
Procurement Director



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

**REQUEST FOR QUALIFICATIONS (RFQ) No. 04-10/11  
FOR DESIGN, BID, AWARD, AND CONSTRUCTION ADMINISTRATIVE SERVICES  
FOR THE SOUTH POINTE PIER PARK PROJECT**

**NOTICE TO PROSPECTIVE BIDDERS**

**NO BID**

If not submitting a proposal at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

**NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

- ☐ Not responding due to workload issues
- ☐ Not responding due to minimum experience requirements
- ☐ Not responding due to specifications /scope of services
- ☐ Not responding due timely payment issues
- ☐ OTHER. (Please specify)

---

---

---

We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Note:** Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>I. REQUEST FOR QUALIFICATIONS OVERVIEW AND RESPONSE PROCEDURES</b>	
A. Introduction/Analysis	12
B. Purpose	12
C. RFQ Time Table	12
D. Qualification Submission	13
E. Pre-RFQ Submission Conference	13
F. Contact Person	13
<b>II. SCOPE OF SERVICES</b>	15
<b>III. QUALIFICATION FORMAT</b>	19
<b>IV. MINIMUM PROPOSER REQUIREMENTS/QUALIFICATIONS</b>	20
<b>V. EVALUATION SELECTION PROCESS</b>	22
<b>VI. LEGAL TERMS AND CONDITIONS / INSURANCE</b>	24
<b>VII. <u>PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY WITH PROPOSAL SUBMISSION</u></b>	
Insurance Checklist	31
Proposer Information	32
Acknowledgment of Addenda	33
Declaration	34
Sworn Statement/Section 287.133(3)(a), Florida Statutes - Public Entity Crimes	35
Questionnaire	37
Declaration: Nondiscrimination in Contracts and Benefits	41
Reasonable Measures Application	44
Substantial Compliance Authorization Form	46
<b>VIII. PAST PERFORMANCE SURVEY</b>	49

## **SECTION I – REQUEST FOR QUALIFICATIONS OVERVIEW AND RESPONSE PROCEDURES**

### **A. INTRODUCTION/ANALYSIS**

On July 27, 2005, the mayor and City Commission approved the Basis of Design Report for the South Pointe Park Project, pursuant to Resolution No. 2005-25978 (see Exhibit A), of which the South Pointe Park Pier was a component.

On October 25, 2007, a discussion on the Pier Project was held at the Finance and Citywide Projects Committee (Committee) meeting. At that meeting, several cost options were provided by the Consultant, along with five (5) conceptual design options. The Committee's preferred option was Alternate Two: rebuild the pier within the existing footprint. After further refinement, the Consultant developed and presented further conceptual design options to the Committee on May 29, 2008, and July 10, 2008. As directed by the Committee at the July 10, 2008, meeting, the design required modification in order to maintain its construction cost within \$4 million.

On May 5, 2009, the City's Finance and Citywide Projects Committee approved the conceptual design for the South Pointe Park Pier (see Exhibit B) and subsequently on July 15, 2009, the City Commission approved and officially adopted the design concept for the South Pointe Park Pier (see Exhibit C). Exhibits A, B, and C may be downloaded at the following site: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=61724>.

The project has several unique characteristics beyond its condition as a simple waterborne structure. The project sits within a highly visible, narrow navigation channel used for international shipping lines and cruise ships. All coastal maritime and navigation requirements will need to be satisfied before and during construction activities. The physical location also requires consideration as to how to properly engineer the project as to anticipate limited, water-based construction access.

The project site has multi-layered jurisdictional land and water rights between the City, State and Federal government. All land and water rights will require updates and shall be secured prior to construction. The project is further affected by sensitive environmental conditions, including threatened species protection. All required permits shall be secured and the conditions monitored to complete the project with minimal environmental impact.

### **B. PURPOSE**

It is the intent of the Administration to use the RFQ process to select firms who are qualified to provide services in each of the above categories of professional specialization. When professional services are required, a proposed project will be analyzed in terms of the predominant professional specialty required, and a firm will be selected from the appropriate specialization list.

### **C. RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ Issued	November 12, 2010
Pre-qualification meeting	November 16, 2010 at 10 a.m.
Deadline for receipt of questions	December 8, 2010, at 3 p.m.
Deadline for receipt of Proposals	December 13, 2010, at 3 p.m.

Evaluation Committee  
Commission approval authorizing negotiations  
Contract negotiations  
Projected contract start date

December 2010  
January 2011  
January/February 2011  
February/March 2011

#### **D. QUALIFICATIONS SUBMISSION**

An original and five (5) copies of Consultant's qualifications will be received until **3:00 p.m. on December 13, 2010**, at the following address:

**City of Miami Beach  
Procurement Division – Third Floor  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Consultant's name, address, telephone number, RFQ number and title, and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFQ to the Procurement Division on or before the stated time and date will be solely and strictly that of the consultant. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Responses received after the RFQ due date and time will not be accepted and will not be considered.

#### **E. PRE-QUALIFICATION MEETING**

A pre-qualification meeting is scheduled for **November 16, 2010, at 10 a.m.** at the following address:

**City of Miami Beach  
Capital Improvements Project Office Large Conference Room  
1701 Meridian Avenue  
Miami Beach, FL 33139**

Attendance (in person) is encouraged and recommended as a source of information but is not mandatory.

#### **F. CONTACT PERSON**

The contact person for this RFQ is Theo Carrasco, Procurement Coordinator and may be reached by phone: 305.673.7000 ext. 6230; fax: 786-394-4624; or e-mail: [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).

The City's Procurement Director is authorized by the City's Cone of Silence Ordinance to have oral communications with prospective Consultants relative to matters of process or procedures only. Requests for additional information or clarifications must be made in writing to the Procurement Director. Facsimile or e-mail requests are acceptable.

The Procurement Director will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this RFQ.

Consultants should not rely on representations, statements, or explanations other than those made in this RFQ or in any addendum to this RFQ.

Consultants are advised that oral communications between the Consultants or their representatives and the Mayor or City Commissioners and their respective staff, or members of the City's administrative staff to include the City Manager and his staff, or evaluation committee members is prohibited.

## **SECTION II -- SCOPE OF SERVICES**

On May 5, 2009, the City's Finance and Citywide Projects Committee (FCWPC) approved the conceptual design for the South Point Park Pier and subsequently on July 15, 2009, the City Commission approved and officially adopted the design concept for the South Pointe Park Pier. The approved conceptual design will be used as the basis for the development of the design and construction documents. The pier's superstructure shall be replaced within the similar footprint while also improving the aesthetic appearance and user experience in a manner that is complementary to that found in South Pointe Park.

The existing pier is in poor structural condition and is currently closed to the public. The proposed improvements will be based on the approved Conceptual Plan and include at a minimum the following amenities:

- Demolition of existing structure
- Construction of a new structure
- Connection to South Pointe Park
- Railings
- Benches
- Fishing amenities
- Shade shelters (as allowable by the regulatory agencies)
- Lighting (as allowable by the regulatory agencies)

The Consultant shall provide Architectural, Structural Engineering, MEP Engineering, Civil Engineering, FDEP Coastal Permitting Consultant, Landscape Architecture, Construction Cost Estimating, Surveying and Geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawing(s), surveying, geotechnical, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

The professional services required will include scope of work involving coastal engineering and marine type construction in a heavy marine environment. As a point of reference with respect to the Pier project's complexities, the following represents some, but not all of the regulatory agencies and/or ordinances that will have significant review jurisdiction:

- US Army Corps of Engineers
- US Coast Guard
- Florida Department of Environmental Protection (FDEP)
- Marine Turtle Lighting Ordinance
- Coastal Construction Control Line Program
- Florida Fish and Wildlife Conservation Commission (FFWCC)
- South Florida Water Management District (SFWMD)
- Miami-Dade County Department of Environmental Resources Management (DERM)
- Miami-Dade County Shoreline Review Board
- City of Miami Beach

The Plans submitted for permitting by the Consultant shall include the following:

- Provisions to implement a Stormwater Pollution Prevention Plan
- Compliance with National Pollutant Discharge Elimination System

- Identify temporary staging
- Identify Dewatering Plan and Dewatering areas
- Plans shall identify provision for contractor to assume any and all responsibilities for any water control violations resulting from failure to eliminate and or control turbid runoff from leaving the site as issued by any agency having jurisdiction.
- Conduct pre and post dredge hydrographic surveys as required for permitting agencies.
- Plans shall provide for dredge operations plan.
- Plans shall illustrate a project implementation plan and schedule that maps the delivery of the project in phases to meet established criteria related to local, state and federal marine construction
- Plans shall include all necessary drawings and technical specifications needed to construct the improvements and shall be defining documentation of what is authorized and approved.
- Documents may be developed in multiple packages based on project phasing schedule.
- Prepare utility coordination, permits and advise of all fees associated with all site, utility etc. work.
- Prepare presentation materials to illustrate the final design and participate in public outreach and regulatory agency review meetings.
- Obtain all required building permits as well as any other permits necessary for the construction of the pier and attend public meetings as required by the City.

The City is interested in moving this project forward quickly. To that end, this RFQ contemplates the preparation and issuance of a **minimum** of two (2) bid packages to allow demolition activities to occur concurrently while contract documents are being prepared and permitted. The Consultant shall be required to provide design and construction documents for a **minimum** of two phases;

Phase One (1): Pier Demolition Phase

Phase Two (2): New Pier Design / Construction Documents Phase

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

### **Task One (1)-Conceptual Design:**

The purpose of this Task is to develop and formalize the approved conceptual design dated May 5, 2009 by seeking the approval of the City's Design Review Board (DRB) as well as meet with the required City staff to validate these documents, and make necessary adjustments to meet the City's functional requirements, incorporate community input, and provide preliminary cost estimate to comply with the project budget of \$4,000,000 and develop a project schedule and implementation plan that complies with Florida Inland Navigational Grant as well as takes into account all the required inspections by all Authorities Having Jurisdiction (AHJ).

The Conceptual Design Phase will include the following major tasks: (1) Project Kick-Off Meeting; (2) Project Site Reconnaissance Visit; (3) Review of Conceptual Plan with City Departments; (3) Meetings with all Agencies Having Jurisdiction with the Project to confirm that the conceptual design is in compliance with all State, Federal, and Local authorities: (4) Preparation and presentation of a final Conceptual Plan to the City's Design Review Board for approval (5): Provide Surveying (including topographical) and Geotechnical evaluations as



required for implementation of design phase.

### **Task Two (2)-Design Services:**

The purpose of this task is to establish requirements for the preparation of contract documents for the Project. The project will be phased accordingly:

**Phase One (1):** Demolition of Existing Pier includes demolition permit documents, bid / award and construction administration for the demolition of the pier.

The Consultant will be required to prepare construction and permit documents for the demolition of the existing pier. The City anticipates that demolition plans can be prepared and permitted concurrently with the design and construction documents of the new pier. It is anticipated that the demolition plans will be approved and permitted in advance of the new pier design in order to expedite the construction of this project.

**Phase Two (2):** New Pier Design includes the design, permitting, bid and award and construction administration for the design and construction of the new pier.

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project.

- The selected firm shall be required to perform a variety of forensic tasks to verify existing conditions and the accuracy of any available as-built drawings, surveys and maps to be used for development of the contract drawings
- Requirements for the preparation of contract documents, inclusive of drawings, specifications and front-end documents
- Establishes requirements with regard to constructability and value engineering reviews.
- Establishes requirements for the preparation of Statements of Probable Construction Cost by the CONSULTANT as defined by the American Association of Cost Engineers
- Establishes requirements for the Community Design Review Meeting (CDRM)
- Discusses contract document revisions based upon the input received from the residents at the Community Design Review Meeting (CDRM)
- Specifies requirements for review of contract documents with jurisdictional permitting agencies prior to finalization

The CONSULTANT shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its contract documents. In addition, the selected firm shall follow City standards for the preparation of contract documents, inclusive of drawings, specifications, front-end documents and cost estimates. Presentation formats for review submittals shall be prepared for submittal to the City's Design Review Board during the Conceptual Phase, and at 50% (Design Development Phase), 90% (Construction Documents Phase) completion stages and a Risk Assessment Plan (RAP). Contract documents shall be subject to Constructability

and Value Engineering reviews by City and/or others.

The selected firm will work with the City to revise/adjust project scope as may be deemed necessary to meet established budgets as design evolves through the design stages of completion.

In addition, the selected firm shall extend and participate in a community design review meeting and a pre-construction / kick off meeting with the residents to review the design. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City.

The selected firm shall be responsible for securing all required regulatory approvals of its contract documents from all applicable jurisdictional agencies and boards prior to finalization, and will be responsible for initiating submittals and reviews in a timely manner.

The selected firm shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its Contract Documents.

**Task Three (3)-Bid and Award Services:** The selected firm shall assist the City in the bidding and award for Phase One and Phase Two portions of the project scope. Such assistance shall include attending pre-bid conferences, assisting with the preparation of necessary contract addendum, attending bid openings where applicable, and assisting with bid evaluations. The selected firm shall provide "As-Bid" documents for use during construction.

**Task Four (4)-Construction Administration Services:** The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conferences, attendance at weekly construction meetings, responding to contractor Requests for Information (RFI), clarification, responding to and evaluating contractor requests for change orders, contract amendments, review of shop drawings, review of record drawings, review and recommendation of contractor applications for payment, specialty site visits, project closeout reviews, including substantial completion, final punch list development and project certification of final completion and acceptance, and warranty administration.

**Task Five (5)-Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the work, they will be requested by the City and negotiated in accordance with the Contract requirements.

**Task Six (6)-Reimbursable Services:** The City may reimburse additional expenses, such as, but not limited to, reproduction costs, e-builder licenses, material testing / abatement as applicable.

### **SECTION III – QUALIFICATION FORMAT**

Submittals must contain the following documents, each fully completed, and signed as required. If any items are omitted, Firms must submit the documentation no later than **three (3) calendar days** upon request from the City, or the qualification may be deemed non-responsive. All other items must be submitted with your qualification or it will be deemed non-responsive.

**1. Table of Contents**

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

**2. Proposal Points to Address:**

Proposer must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

- Introduction letter outlining the areas of professional specialization, provide past experience to support the qualifications of the submitter. Interested firms should submit documents that provide evidence as to the capability to provide professional services for any specialization required in this Request for Qualifications;
- Respondents must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements;
- Provide a minimum of ten (10) client references (name, title, company, address, telephone, email and fax);
- Performance Evaluation Letter and Survey attached herein request that your client submit the completed survey to Theo Carrasco, Procurement Coordinator at (Fax) 786-394-4624 or [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov). **Please understand that the City will not accept any surveys provided directly by the Proposer. Surveys will only be accepted from a Proposer's previous client.** Consultants are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data

**3. Price Proposal:**

None required at this time. Fees are to be negotiated with the selected firm(s).

**4. Acknowledgment of Addenda:**

(IF REQUIRED BY ADDENDUM) and Proposer Information forms

**5. Provide Certified Minority Business Certification documentation (if applicable)**

(State of Florida or Miami-Dade County)

**6. Any other document required by this RFQ.** (Proposer may submit any other document in order to convey their understanding of the scope of services required under this RFQ)

#### **SECTION IV - MINIMUM PROPOSER REQUIREMENTS/QUALIFICATIONS:**

**ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW. IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE CONSULTANT'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. QUALIFICATIONS WILL BE CONSIDERED ONLY FROM PROPOSERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING THE PROFESSIONAL SPECIALIZATION SERVICES AS DESCRIBED IN THIS RFQ.**

Proposer: For purposes of compliance with this minimum experience requirement, the term "Proposer" is hereby defined to mean the firm and/or business entity which is submitting a proposal pursuant to this RFQ. Accordingly, the firm and/or business entity must meet the minimum requirements listed below in order to be deemed responsive. Non-responsive bids will be disqualified from consideration.

Interested Firms shall address the following items in the RFQ response:

##### **Item 1. Team Experience:**

- Indicate the team's number of years of experience in providing the requested services in particular describe the Team's experience in heavy civil construction in a marine environment.
- List all similar projects undertaken in marina and/or pier project designs similar in size and scope in the past ten (10) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.
- Acted as the Architect of Record and/or Engineer of Record on at least one completed recreational marina and/or pier project with a cost in excess of \$3 million within the last 10 years.
- Provided design or engineering services on at least one completed recreational marina and/or pier project of similar scope and complexity within the State of Florida within the last 10 years.
- The team must demonstrate through sample projects, firm philosophy, and design approach their commitment to Green Building and/or environmental quality and long-term operational efficiency of design products.
- Provide the name(s) of the person, or person within your organization who was most actively involved with managing each project.

##### **Item 2. Project Manager's Experience:**

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of eight (8) years experience in the planning, design, and construction administration of similar public or private projects and should have served as Project Manager on a minimum of three (3) previous projects having the same approximate value (i.e., construction budget of \$3 million or greater) and complexity of similar size and scope including experience with jurisdictional agencies permitting activities with US Army Corps of Engineers, US Coast Guard, Florida Department of Environmental Protection (DEP), Coastal Construction Control Line Program, Florida Fish and Wildlife Conservation Commission (FFWCC), Miami-Dade County Department of Environmental

Resources Management (DERM), and Miami-Dade County Shoreline Review Board, as required by this Request for Qualifications.

**Item 3. Previous Similar Projects:**

Please provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services as required under this RFQ and in the scope of services for this project.

Please provide the following information for each sample project:

- Client name, address, phone number and e-mail address.
- Consultant (Architect or Engineer) name, address, phone number, fax and/or e-mail address.
- Description of the scope of the work.
- Month and year the project was started and completed.
- Total cost and/or fees paid to your firm.
- Total cost of the construction, estimated and actual.
- Role of the firm and the responsibilities.

**Item 4. Qualification of Project Team:**

Provide a list of the personnel/sub-consultants to be used on this project and their qualifications as it relates to their experience in pier and/or marine facilities design and construction. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subconsultants, to be assigned to this project.

**Item 5. Project Approach:**

- Organizational structure of project team.
- Project specific approach to this project and relationships to the existing South Pointe Park and Public Beaches.

## **SECTION V – EVALUATION SELECTION PROCESS**

The procedure for response, evaluation and selection will be as follows:

1. RFQ issued – November 12, 2010.
2. Pre-qualification meeting – November 16, 2010.
3. Receipt of qualification packages – December 13, 2010 at 3 p.m.
4. Opening and listing of all responses received.
5. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
6. The Evaluation Committee will recommend to the City Manager the proposal(s) that the Evaluation Committee deem to be in the best interest of the City by using the following criteria for selection:

<b>Total Points</b>	<b>Criteria</b>
<b>20</b>	The experience, qualifications, and portfolio of the Principal Firm
<b>15</b>	The experience, qualifications and portfolio of the Project Manager, as well as his/her familiarity with this project and permitting process and a thorough understanding of the methodology and design approach to be used in this assignment.
<b>15</b>	The experience and qualifications of the professional personnel assigned to the Project Team as well as their familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment.
<b>5</b>	Risk Assessment Plan that reflects a clear understanding of project objectives; a thorough review of existing conditions; familiarity with the project site; a thorough understanding of all permitting and regulatory requirements and impacts; and other considerations that may impact the design and construction of the proposed improvements.
<b>15</b>	Willingness to meet time and budget requirements as demonstrated by past performance
<b>5</b>	Certified minority business enterprise participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, Miami-Dade County and/ or the South Florida Minority Supplier Development Council.
<b>5</b>	Location
<b>5</b>	Recent, current, and projected workloads of the firms
<b>5</b>	The volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm.
<b>10</b>	Past performance based on quality of the Performance Evaluation Surveys and the Administration's due diligence based upon reference checks performed of the Firm(s) clients

7. The City Manager shall recommend to the City Commission the firm or firms, acceptance of which the City Manager deems to be in the best interest of the City.

8. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject the City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses, acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
9. Negotiations between the selected respondent and the City take place to arrive at agreement terms. If the City Commission has so directed, the City may proceed to negotiate an agreement with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable agreement within a reasonable period of time.
10. A proposed contract is recommended by the City Manager to the City Commission for approval.
11. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

**Important Note:**

By submitting a response, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

## **SECTION VI – LEGAL TERMS AND CONDITIONS/INSURANCE**

### **A. MODIFICATION/WITHDRAWALS OF SUBMITTALS**

A consultant may submit a modified response to replace all or any portion of a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFQ due date or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the RFQ due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

### **B. RFQ POSTPONEMENT/CANCELLATION/REJECTION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; readvertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ.

### **C. COST INCURRED BY CONSULTANTS**

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility of the consultant(s) and not be reimbursed by the City.

### **D. EXCEPTIONS TO RFQ**

Consultants must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the consultant to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

### **E. SUNSHINE LAW**

Consultants are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the Florida Government in the Sunshine Law.

### **F. NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussion, or may require consultants to give oral presentations based on their responses. The City reserves the right to enter into negotiations with the selected consultant, and if the City and the selected consultant cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the next selected consultant. This process may continue until a contract has been executed or all responses have been rejected. No consultant shall have any rights in the subject project or property or against the City arising from such negotiations.



**G. PROTEST PROCEDURES**

Consultants that are not selected may protest any recommendation for selection of award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for protesting the City Manager's recommendation. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**H. RULES; REGULATIONS; LICENSING REQUIREMENTS**

Consultants are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the consultant will in no way relieve it from responsibility for compliance.

**I. DEFAULT**

Failure or refusal of a consultant to execute a contract upon award by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the consultant from the City's vendor list.

**J. CONFLICT OF INTEREST**

All consultants must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all consultants must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the consultant or any of its affiliates.

**K. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS**

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their Proposals, in the event of such non-compliance.

**L. CONSULTANT'S RESPONSIBILITY**

Before submitting responses, each consultant shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful consultant from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the consultant.

**M. RELATION OF CITY**

It is the intent of the parties hereto that the successful consultant be legally considered to be an independent consultant and that neither the consultant nor the consultant's employees and agents shall, under any circumstances, be considered employees or

agents of the City.

**N. PUBLIC ENTITY CRIME (PEC)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

**O. ASSIGNMENT**

The successful consultant shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful consultant.

**P. INDEMNIFICATION**

The successful consultant shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

**R. TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful consultant, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful consultant of such termination which shall become effective upon receipt by the successful consultant of the written termination notice.

In that event, the City shall compensate the successful consultant in accordance with the Agreement for all services performed by the consultant prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the consultant, and the City may reasonably withhold payments to the successful

consultant for the purposes of set off until such time as the exact amount of damages due the City from the successful consultant is determined.

**S. TERMINATION FOR CONVENIENCE OF CITY**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful consultant of such termination, which shall become effective thirty (30) days following receipt by consultant of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful consultant in accordance with the Agreement for all services actually performed by the successful consultant and reasonable direct costs of successful consultant for assembling and delivering to City all documents. No compensation shall be due to the successful consultant for any profits that the successful consultant expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful consultant upon a termination as provided for in this section.

**T. INSURANCE**

Successful consultant shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the City's Risk Management Department.

**FAILURE TO PROCURE INSURANCE:**

Successful consultant's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

**U. CONE OF SILENCE**

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

**V. DEBARMENT ORDINANCE**

Proposers are hereby advised that this RFQ is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any City of Miami Beach RFP, RFQ, RFLI, or bid.

## **W. PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS**

The General Municipal Election for 2007 is under way and some candidates have already filed their intent to run for the office of Mayor or Commissioner for the City of Miami Beach. It is of utmost importance that you familiarize yourself and adhere to the requirements set forth in the City's Vendor Prohibited Campaign Contributions Ordinance No. 2003-3389 (the "Ordinance"). FAILURE TO ADHERE COULD RESULT IN YOUR DISQUALIFICATION FROM TRANSACTING BUSINESS WITH THE CITY FOR A PERIOD OF TIME.

The Ordinance was adopted to ensure that no person who is a vendor of the City of Miami Beach, gives a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. The definitions of "vendor" and "controlling financial interest" are as follows:

"Vendor" means a person and/or entity, which has been selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.

"Controlling Financial Interest" means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. "Firm" means a corporation, partnership, business trust or any legal entity other than a natural person.

## **X. CODE OF BUSINESS ETHICS**

Pursuant to Resolution No.2000 23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with your bid/response or within five days upon receipt of request.

The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

## **Y. AMERICAN WITH DISABILITIES ACT**

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Robert Halfhill, Public Works Department, at 305-673-7631.

## **Z. ACCEPTANCE OF GIFTS, FAVORS, SERVICES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him/her in the discharge of his/her official duties.

**SECTION VII – PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY  
WITH PROPOSAL SUBMISSION**

**[PAGE INTENTIONALLY LEFT BLANK]**

## INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- \_\_\_ 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- \_\_\_ 4. Excess Liability - \$\_\_\_\_\_. 00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- \_\_\_ 6. Other Insurance as indicated:
- |                                          |          |    |
|------------------------------------------|----------|----|
| ___ Builders Risk completed value        | \$_____. | 00 |
| ___ Liquor Liability                     | \$_____. | 00 |
| ___ Fire Legal Liability                 | \$_____. | 00 |
| ___ Protection and Indemnity             | \$_____. | 00 |
| ___ Professional Liability               | \$_____. | 00 |
| ___ Employee Dishonesty Bond             | \$_____. | 00 |
| ___ Theft Covering Money and/or Property |          |    |
| Of others                                | \$_____. | 00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+: VI or better, latest edition.
- XXX 9. The certificate must state the RFP number and title

### PROPOSER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening. **Selected Proposal's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.**

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature of Proposer

## PROPOSER INFORMATION

Submitted by: \_\_\_\_\_

Proposer (Entity): \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City/State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)



**REQUEST FOR QUALIFICATIONS NO. 04-10/11  
ACKNOWLEDGMENT OF ADDENDA**

Directions: Complete Part I or Part II, whichever applies.

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_

**Part II:** \_\_\_\_\_ No addendum was received in connection with this RFQ.

Verified with Procurement staff

\_\_\_\_\_  
Name of staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## DECLARATION

TO: City of Miami Beach  
City Hall  
1700 Convention Center Drive  
Procurement Division  
Miami Beach, Florida 33139

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

The undersigned, as propose, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this responses or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document for establishing a formal contractual relationship between the consultant and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number: RFQ No. 04-10/11.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE (IF CORPORATION)**

**SWORN STATEMENT UNDER SECTION  
287.133(3) (a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to \_\_\_\_\_  
[print name of public entity]

By \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[print name of entity submitting sworn statement]

Whose business address is \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If  
the Entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_ ).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**[Signature]**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

## QUESTIONNAIRE

**Proposer's Name:**

---

---

**Principal Office Address:**

---

---

**Official Representative:**

---

**Individual  
Partnership (Circle One)  
Corporation**

**If a Corporation, answer this:  
When Incorporated:**

---

**In what State:**

---

**If a Foreign Corporation:  
Date of Registration with  
Florida Secretary of State:**

---

**Name of Resident Agent:**

---

**Address of Resident Agent:**

---

---

**President's Name:**

---

**Vice-President's Name:**

---

**Treasurer's Name:**

---

**Members of Board of Directors:**

---

---

**If a Partnership:**

---

**Date of organization:**

---

**General or Limited Partnership\*:**

---

**Name and Address of Each Partner:**

**NAME**

**ADDRESS**

---

---

---

---

**\* Designate general partners in a Limited Partnership**

---

---

1. **Number of years of relevant experience in operating same or similar business:**\_\_\_\_\_

2. **Have any agreements held by Proposer for a project ever been canceled?**  
Yes ( ) No ( )

**If yes, give details on a separate sheet.**

3. **Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder/Proposer refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?**

**If yes, please explain:**

---

4. **Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No ( )**  
**If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.**

5. Person or persons interested in this RFP and Qualification Form have ( ) have not ( ) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

---

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

---

---

---

B. List all judgments from lawsuits in the last five (5) years:

---

---

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

---

---

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

---

---

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals.

---

---

---

---

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed contract, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of the Proposer, as may be required by the City Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, through the Miami Beach Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

**PROPOSER**

**WITNESS:**

**IF INDIVIDUAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**WITNESS:**

**IF PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**By:**

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
Print Name

**ATTEST:**

**IF CORPORATION:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name of Corporation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**By:**

\_\_\_\_\_  
President

**(CORPORATE SEAL)**

\_\_\_\_\_  
Print Name





**CITY OF MIAMI BEACH**

**DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS**

**Section 1. Vendor Information**

Name of Company: \_\_\_\_\_

Name of Company Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_ Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? \_\_\_\_ Yes \_\_\_\_ No  
Union name(s): \_\_\_\_\_

**Section 2. Compliance Questions**

**Question 1. Nondiscrimination - Protected Classes**

- A.** Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below?

**Please note:** a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

<input type="checkbox"/> Race	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sex	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Color	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sexual Orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Creed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Gender Identity (transgender status)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Religion	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Domestic partner status	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> National origin	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Marital status	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Ancestry	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Age	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> AIDS/HIV status	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Height	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Weight	<input type="checkbox"/> Yes <input type="checkbox"/> No

- B.** Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

**Please note:** you must answer this question, even if you do not intend to enter into any subcontracts.

☐ Yes ☐ No

**Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners**

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

- A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?  
\_ Yes \_ No
- B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?  
\_ Yes \_ No

\*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

**If you answered "NO" to both Questions 2A and 2B,** go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

**If you answered "YES" to either or both Questions 2A and 2B,** please continue to Question 2C below.

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** If you cannot offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a

completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

### **Section 3. Required Documentation**

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered?      ☐ Yes ☐ No

### **Section 4. Executing the Document**

**I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Name of Signatory**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Title**



# MIAMIBEACH

## CITY OF MIAMI BEACH REASONABLE MEASURES APPLICATION

### **Declaration: Nondiscrimination in Contracts and Benefits**

Submit this form and supporting documentation to the City's Procurement Division **ONLY IF** you:

- A.** Have taken all reasonable measures to end discrimination in benefits;
- B.** Are unable to do so; and
- C.** Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- 1.** The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2.** The dates on which such benefits providers were contacted;
- 3.** Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4.** Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

**I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

---

**Name of Company (please print)**

---

**Mailing Address of Company**

---

**Signature**

---

**City, State, Zip**

---

**Name of Signatory (please print)**

---

**Telephone Number**

---

**Title**

---

**Date**

## **Definition of Terms**

### **A. Reasonable Measures**

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and
3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

### **B. Cash Equivalent**

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- A. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- B. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- C. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



**CITY OF MIAMI BEACH**  
**SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

**Declaration: Nondiscrimination in Contracts and Benefits**

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

**A. Open Enrollment**

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

---

Date nondiscriminatory benefits will be available:

---

Reason for Delay:

---

---

---

---

---

Description of efforts being undertaken to end discrimination in benefits:

---

---

---

---

---

---

---

**B. Administrative Actions and Request for Extension**

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

---

---

---

---

If requesting extension beyond three months, please explain basis:

---

---

---

---

**C. Collective Bargaining Agreements (CBA)**

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, written proof must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

**I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
**Name of Company (please print)**

\_\_\_\_\_  
**Mailing Address of Company**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Name of Signatory (please print)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



## **SECTION VIII – PAST PERFORMANCE SURVEY**



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Client's Name)

Individual Providing the Survey Response: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Subject:** Performance Evaluation of \_\_\_\_\_

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various Contractors that have the qualifications and experience to provide design, bid, award, and construction administrative services for the South Pointe Park Project.

The company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following document and answer the questions to the best of your knowledge. Should you have difficulty understanding the question's meaning, please provide your best judgment as to its understanding and score accordingly. **Please return to Theo Carrasco by December 13, 2010,** via fax to 786.394.4624 or e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).

Thank you for your time and effort.

Gus Lopez, CPPO  
Procurement Director



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

## PERFORMANCE EVALUATION SURVEY RFQ 04-10/11

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

Please evaluate the performance of the company (1 – poor; 10 – excellent).

NO	CRITERIA	UNIT	SCORE
1	Ability to perform scope of work	(1-10)	
2	Ability to communicate effectively and efficiently	(1-10)	
3	Ability to provide services within the required timeframe	(1-10)	
4	Quality and accuracy of work	(1-10)	
5	Professionalism	(1-10)	
6	Overall customer satisfaction based on performance and quality of services	(1-10)	
7	Demonstrated success in providing design, bid, award, and construction administration services	(1-10)	
8	Comfort level in hiring again or referring to another municipality	(1-10)	

Overall Comments:

---

---

---

Company providing Referral: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone and Email: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Dollar                                      Amount                                      for                                      Services:

---

Please return this questionnaire to Theo Carrasco by December 13, 2010, via fax to 786.394.4624 or e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).